



North Delta Sunfish Swim Club

www.northdeltasunfish.ca

**RETURN TO SPORT PLAN
JUNE 23, 2020**

This document has been approved by **North Delta Sunfish Swim Club Board of Directors** and was written according to the guidelines set in the [BC Summer Swimming Association \(BCSSA\), Return to Swimming & Aquatic Sports Workbook for Clubs.](#)

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INTRODUCTION

This Return to Sport Plan document was created by the Vice President of Coaching, in conjunction with Sunfish Board of Directors and BCSSA guidelines.

The North Delta Sunfish Swim Club is a registered club in good standing with the BC Summer Swimming Association (BCSSA). It has been a user of the North Delta Outdoor Pool for many years and we are celebrating our 50th season this summer.

Our club is committed to offering a healthy environment for kids to participate in a community based program. We understand that there may be some restrictions for third party users of the recreational facilities in the City of Delta, but would like our Club to be seen as a useful partner in applying these restart guidelines for the next phase of “reopening” our community.

The goal of this document is to outline policies and procedures that the North Delta Sunfish Swim Club has put in effect for the protection of coaches, members and the public during the COVID-19 pandemic. Sunfish Board members and its coaches are excited about returning to the pool deck and re-engaging with swimmers, but these guidelines will need to be followed.

The information outlined in this guide is designed to assist the Sunfish Board, families and Coaches. These guidelines are designed for the outdoor pool at the North Delta Recreation Centre. The guide will be updated as new information becomes available.

This is a working document and will be updated as new situations arise, problems are identified or rules and restrictions are changed. As new versions of this document are created they will be posted on the club website.

GENERAL CONSIDERATIONS

- Safety - To adhere to Provincial and Municipal safety procedures and to follow guidelines enforced by [WorkSafeBC](#). Create a safety plan to be followed by all members and swimmers involved with the club.
- Staff - Review all safety procedures/cleaning and instruct all coaches, Board members and volunteer families.
- Swimmers - To ensure swimmers understand the guidelines and procedures to follow prior to entering the pool area.

LIABILITY INSURANCE

- North Delta Sunfish Swim Club renewed its Commercial Liability Coverage May 1, 2020 and is valid till May 1, 2021.
- BCSSA renewed the liability insurance on April 1, 2020. This insurance excludes Covid-19 contagion specifically. However, the Province has made the process for amateur sport organizations to get back to play easier by protecting organizations from Covid-19 liabilities, provided they are complying with public health orders and provincial sport guidelines.
- The Government of BC has created a ministerial order that protects amateur sport organizations, their employees and volunteers from liability. http://www.bclaws.ca/civix/document/id/mo/mo/2020_m183
See [Appendix A](#)
- Participant waivers and indemnity agreements have been created by legal advisors for BCSSA and the clubs registered with the association. The agreement to a waiver will be included in the registration process and agreeing to it will be a required step to complete registration. Agreements will be signed in front of a Board member to ensure parents have clearly read them. See [Appendix B](#).

PRE-ACTIVITY COVID SCREENING

All Staff, including coaches, will be asked screening questions before interacting with each other or the participants.

Prior to any athlete participating, the group (including spectators) will be canvassed to ensure no one is symptomatic or at high risk.

Should anyone reveal that they are symptomatic or high risk, they will immediately be removed from the group, distanced from the group, and advised to wear a facemask until they can return home. They will also be suggested to contain their family physician.

The screening questions are:

Does anyone in the group:

- Feel unwell?
- Have a cough or cold?
- Have a fever?
- Been in contact with someone who is known to have COVID-19 in the last 14 days?
- Have you travelled outside of the country in the past 14 days?

These questions will be included in the sign-in process of swimmers and spectators. Each person must answer “NO” prior to attending sessions.

Swimmer or coach will require physician clearance in order to return to the pool.

ILLNESS DURING PRACTICE

If a staff member or swimmer becomes ill in the middle of a practice they will:

- Be asked to wash hands, wear a mask and isolate until they can leave.
- All surfaces touched that member will be sanitized by the Head Coach or designate.
- If person is severely ill, call 911.
- Parent/Guardian or Emergency Contact will be informed and asked to pick up swimmer.

Swimmer or coach will require physician clearance in order to return to the pool.

ILLNESS POLICY

See [Appendix C.](#)

COVID-19 OUTBREAKS AT NORTH DELTA SUNFISH SWIM CLUB

Should there be a confirmed case of COVID-19 in our Club the following steps will be taken:

1. The athletes/coach is removed from the training group immediately.
2. Team training is suspended and all members are placed in self-isolation.
3. Public health officials will determine any requirements related to facility and/or group operations, as well as any requirements around contact tracing as it relates to managing the spread of the virus.

Training will resume following City of Delta and health official guidelines.

PREPARATION TO POOL OPENING

- Create a team or designated point person to discuss all guidelines to ensure cooperation with the City of Delta.
- Have a team or designated point person to inform the club and families of COVID-19 updates and changes. Point person to ensure all families are aware of expectations of both the parents and children.
- Provide waivers that must be signed prior to a swimmer participating in training.
- Open summer swim registration to confirm participant numbers. Currently we have 58 members (swimmers and coaches) registered in our summer virtual program. Traditionally, our summer program hosts an average of 125 members while our Fall/Winter program hosts a range of 80-100 members.
- Confirm staffing, coaches and parent volunteers (if needed to maintain social distancing).
- Communicate restart plan to parents via email and Club website.
- Set a plan outlining dryland and layout of pool lanes and deck areas to follow social distancing guidelines.
- Coaches will attend mandatory orientation training offered by City of Delta to review operation procedures of use of outdoor pools and their COVID-19 safety protocols. Board members (if possible) will also attend to ensure we maintain and support a healthy working environment - cooperation amongst many people will result in success and modeling of new safety protocols.
- Communicate illness policy to coaching staff. See [Appendix C](#).

SAFE PRACTICES/USE OF PPE

- No handshaking.
- Specific drop off/pick up pattern to be strictly followed by parents - dependent on City of Delta's newly implemented safety protocols.
- Coach arrival times staggered to ensure social distancing.
- A coach or board member to be present as each swimmer enters practice, if a swimmer feels ill in any way, specifically symptoms listed on the BCCDC website, send them home as per illness policy.
- A coach or board member to monitor and correct new safety protocols.
- Coaches or board members will take attendance of both parents and swimmers to keep on file for **contact tracing**. The sign in records will be kept for 4 weeks and include the following additional information: date & time, location, and any staff/parents/volunteers present.
- Temperature checks can be done upon the start of dryland training - dependent on City of Delta's newly implemented safety protocols.
- Athletes/Coaches who begin to cough/sneeze for any reason move away from others until it stops. Follow Workplace BC guidelines for COVID-19 Protocol.
- Swimmers should only change and shower at home.
- Coaches will be supplied with PPE protective visors to wear when in close proximity to swimmers. Visors ensure protection and also enable the swimmers to understand them while being instructed.
- All items such as kickboards are to be kept and maintained by that swimmer. No exchanging of items.
- Ensure the coaches have gloves, supplies and PPE available to them for cleaning purposes.
- Wash hands often with soap and water for at least 20 seconds - dependent on access to public sinks.
- If sinks are not available, frequent use of hand sanitizers - before and after practices, engaging with parents/members/coaches.
- It is an outdoor space so no need to worry about ventilation.
- No use of snorkels allowed due to spray of respiratory droplets.

- All swimmers that have been ill must see a physician and must be cleared to return to training after being diagnosed or suspected to have COVID-19.
- Make it clear that there is no penalty for missing a practice. If any member of their family or themselves feel ill, they should stay home.
- Be clear and consistent on expectations and enforce policies.
- Have indemnity agreements signed by the parent/participant in person to ensure they are clear of the terms.

MITIGATION

- Respect City imposed limits for pool and deck area.
- Group sizes will be respective to social distancing protocols - 6 swimmers per coach for every 2 x 25m lanes. See practice layouts.
- Swimmers should show up to their respective practices no earlier than 10 minutes before, and remain no longer than 10 minutes after.
- Pick-up and drop-off procedures at facility front entrance or City of Delta designated space.
- Have swimmers **enter from top gate (adjacent to grassfield where dryland traditionally occurs)** so there is no need to enter through the changerooms.
- Have swimmers **exit from side gate (adjacent to main parking lot entrance and police station)** so that there is no need to exit through the changerooms.
- **As always, parents will not be allowed to accompany swimmers on to the pool deck. Parents will not have any access to the pool deck in order to reduce numbers. If your child is unable to reach the pool deck safely, following your drop-off, this is a strong indication that the swimmer cannot participate in our modified summer program.**
- At the end of practices, swimmers will be directed off the deck by coaching staff.
- Parents in the viewing area will be permitted as per City guidelines.
- Run dryland on the grass area to ensure spacing of 2m.
- Create visible markers on the pool deck to ensure appropriate spacing (dependent on City of Delta newly implemented safety protocols).
- Have designated locations for swimmers to leave their swim bags and towels. All items, excluding shoes and sandals, must be placed inside bags to avoid risk of contaminating items.

- Showers are mandatory prior to entering the pool. All showers are located on the pool deck. Swimmers will not be returning to the change rooms unless otherwise permitted under City of Delta safety protocols.
- Washrooms are single person use only and sanitization stations will be available - location dependent on City of Delta safety protocols.
- Swimmers must wear their personal goggles and cap during swim practice. No help by anyone that is not a family member for “capping” as it is not possible to be socially distant while doing so.
- Group swimmers of the same family together rather than age/ability if necessary.
- **No swimmers under the age of 7 permitted as to omit the need for volunteers/coaches to be in the water near them (as per the City of Delta regulations).**
- Must ensure swimmers are comfortable being alone in water.
- Staggered starts in the pool/opposite end starts/limit the number of swimmers per lane to ensure proper distancing while in the water.
- No gathering at the lane ends.
- Groups will have staggered start times so that there is adequate time for coaches to clean and sanitize any equipment necessary.
- Have lifeguards (which Sunfish have in the coaching staff) assisting to enforce and control the flow of swimmers both on deck and in the water.
- Bring older swimmers back to training first to have them model proper mitigation procedures during practices.
- Waterpolo and artistic swimming practices will run as **SKILLS ONLY** and will involve **NO CONTACT**.

DISCIPLINARY ACTIONS RELATING TO SAFETY PROTOCOL

Swimmers and coaches will be required to adhere to these safety policies and procedures. Failure to comply with these processes could result in the removal from the pool deck by City of Delta staff members, coaching staff or Board Members.

There will be no refunds for persons failing to comply with any of the North Delta Sunfish Swim Club Return to Sport policies.

Repeated failures to comply will result in the enforcement of club discipline policies and/or removal from training session or summer program completely.

PRACTICES

GROUP STRUCTURE

The number of practice groups in the pool will be based off:

- Maximum number of persons permitted on pool deck.
- Number of lanes assigned to the Club.
- Ability to stagger start ends so that groups run off opposite ends of the pool.
- Ability and ages of the swimmers registered for programming. There will be no guarantee that swimmers will swim in the same groups as their previous sessions..
- Coaches reserve the right to split groups in order to maintain adequate physical distancing.
- Groups, training times and spaces will be non-negotiable and dictated solely by the Head Coach and VP of Coaching.

PREPARING TO SWIM

- Wear your suit to and from practice.
- Wash your hands or use hand sanitizer provided prior to entering the pool.
- Do not share equipment. Swimmers can either bring their own equipment ie. kickboards, fins or possibly use equipment given to them at the start of a set of sessions to use.
- Bring a full water bottle to avoid touching a tap or water fountain. Make sure the water bottle is clearly labeled with the swimmer's name.
- If you need to sneeze, sneeze into your elbow or tissue.
- Arrive as close to the time the activity (dryland) is to begin.
- Follow all markings on deck and instructions of coaches when on the pool deck.
- Avoid touching gates, fences, benches etc.
- Do not attend practice if you or a member of your family does not feel well.

WHEN SWIMMING

- Avoid touching your face.
- Avoid sharing food, drinks and towels.
- Follow directions for spacing on deck and stay at least 2 metres apart from others.
- Do not make contact with others, such as shaking hands, high fives or hugs.
- Maintain appropriate social distancing while taking a break in between sets.
- No gathering at lane ends.

AFTER SWIMMING

- Wash your hands or use the provided hand sanitizer prior to leaving the pool deck.
- DO NOT use the showers or changerooms. Shower at home, wear your suit to and from practice.
- No extra-curricular or social activity should take place.
- No congregation after swimming.
- Leave the facility as soon as possible after practice.

OTHER CONSIDERATIONS

- Risk factors for participation such as autoimmune disease, diabetes, asthma, etc.
- Swimmers and families who travel during phase one and two will need to self-isolate for 14 days before returning to practice.
- Ensure ALL members are aware their children should not swim if they are in contact with someone who has tested positive for COVID-19.
- Children should be active for at least 60 minutes a day, although they can't gather together it is possible to still offer virtual dryland on "off" pool days to maintain a sense of team spirit.
- All high touch surfaces must be cleaned after each practice by the coaches and lifeguard.
- Allow time to clean/disinfect between practices if there are more than one scheduled per day.
- Spectators in the viewing area and behind the fence grass area are dependent on the City of Delta's safety plan.

CLEANING AND DISINFECTING

- The club must ensure that all Coaches and Board members are fully aware of the policy for cleaning and disinfecting all public areas. All guidelines that are posted on the BC CDC website
http://www.bccdc.ca/Health-Info-Site/Documents/CleaningDisinfecting_PublicSet_tings.pdf
- Ensure all proper disinfectants are available and used efficiently on all high touch surfaces between practice sessions.
- 15 minutes should be sufficient time for one practice group to exit, allow cleaning of high touch areas, and another group to enter.

- Have hand washing stations available for all swimmers and coaches - dependent on facility access.. If hand washing stations are not feasible then use of hand sanitizer.
- Have coaches informed regarding what areas and items are their responsibility for cleaning and what is to be cleaned by the City of Delta staff.

REFUNDS

General refunds will only be considered by the Board prior to a swimmer's first day of session.

Medical refunds relating to Isolation or Covid-19 Infections will be reviewed by the Board.

PRACTICE LAYOUTS / MOVEMENT PATTERNS DURING PRACTICE

The following diagrams are examples of social distancing that would be used during practices for the Sunfish at the North Delta Outdoor Pool. As noted by the CDC and other research, coronavirus does not survive in chlorinated water.

EXAMPLE 1



SOCIAL DISTANCING PRACTICE LAYOUT
25-YARD, ON-DECK, SIT DOWN SLIDE SETS IN CIRCLES

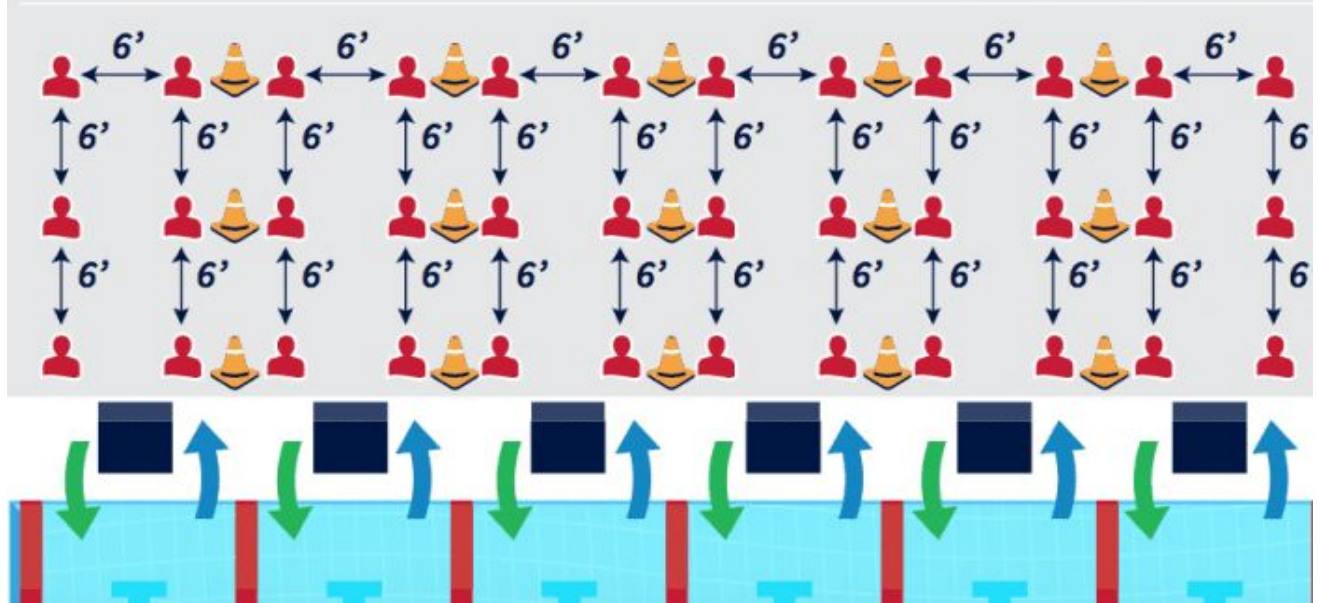
Swimmers maintain 6 feet apart. Mark deck with 2-inch wide colored duct tape.

End of set climb out and go to assigned spot.

Use cones or other barriers to help with separation - deck needs to be wide enough to accommodate 6' of social distance.

Sit down/slide in to enter water.

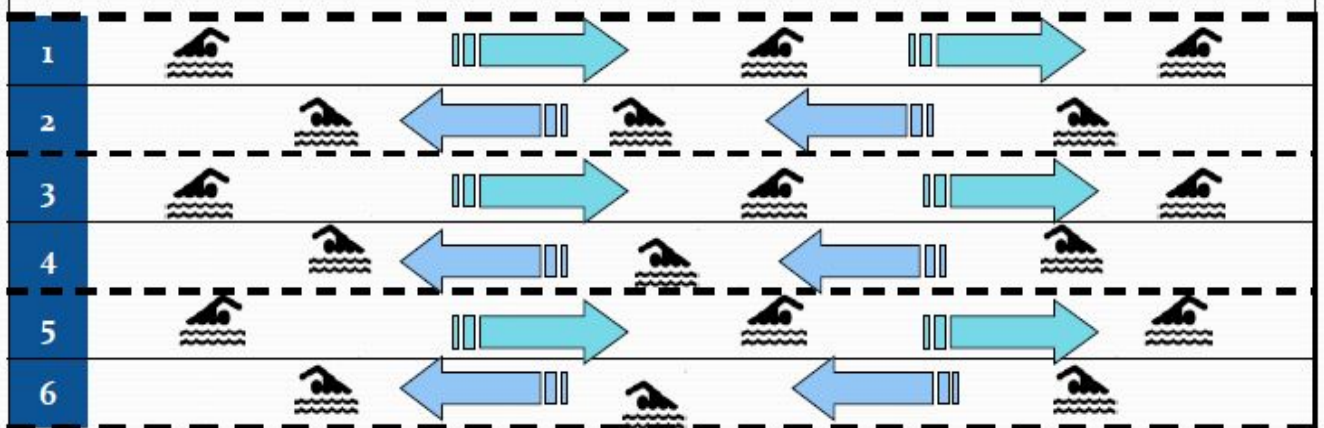
The more "eyes" on deck the better.



This example had been originally presented by USA Swimming in their planning and facility re-opening.

EXAMPLE 2

25-metre, 6-lane pool (each lane is 2m wide), 18 swimmers



1. Using double lanes to add spacing
2. 3 swimmers per lane (could use 4, depending on swimmers)
3. No gathering at the lane end

Appendix A - MINISTERIAL ORDER

PROVINCE OF BRITISH COLUMBIA

ORDER OF THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL

Emergency Program Act

Ministerial Order No. M183

WHEREAS a declaration of a state of emergency throughout the whole of the Province of British Columbia was declared on March 18, 2020 because of the COVID-19 pandemic;

AND WHEREAS the threat of the COVID-19 pandemic to the health, safety or welfare of people has resulted in guidelines, recommendations or requirements to limit in-person contacts;

AND WHEREAS it is in the public interest to support the provision of amateur organized sport activities, which play an important role in the physical, psychological and emotional well-being of people in British Columbia, while protecting the health, safety and welfare of all participants;

AND WHEREAS it is in the public interest to protect sport organizations and their directors, officers, employees and volunteers that organize, administer, facilitate or provide organized sport activities from liability for damages relating, directly or indirectly, to COVID-19, if those sport organizations and individuals operate or provide those activities, or reasonably believe that they are operating or providing those activities, in accordance with all applicable emergency and public health guidance;

AND WHEREAS section 10(1) of the *Emergency Program Act* provides that I may do all acts and implement all procedures that I consider necessary to prevent, respond to or alleviate the effects of any emergency or disaster;

I, Mike Farnworth, Minister of Public Safety and Solicitor General, order that the attached Protection Against Liability for Sports (COVID-19) Order is made.

June 10, 2020

Date


Minister of Public Safety and Solicitor General

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Emergency Program Act, R.S.B.C. 1996, c. 111, s. 10

Other: MO 73/2020; OIC 264/2020

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PROTECTION AGAINST LIABILITY FOR SPORTS (COVID-19) ORDER

Definitions

1 In this order:

"Act" means the *Emergency Program Act*;

"disability sport organization" means a non-profit society operating with a sporting purpose that is responsible for the organization, growth or development of a disability sport or a group of disability sport disciplines;

"emergency and public health guidance", in relation to an organized sport activity, means any of the following with respect to the COVID-19 pandemic:

- (a) an order made under the Act;
- (b) an instruction or order of a health officer, as defined in the *Public Health Act*;
- (c) guidelines of the British Columbia Centre for Disease Control;
- (d) guidelines of the Public Health Agency of Canada;
- (e) guidelines published on a website maintained by or on behalf of the government;
- (f) guidelines of a health authority;
- (g) guidelines of a sport organization with respect to organizing, administering, facilitating or providing the organized sport activity;
- (h) guidelines of the viaSport British Columbia Society issued in 2020 relating to the return to sports;

"exposed", in relation to SARS-CoV-2, means to have been in contact with, or near, a person or thing that is or may be infected with SARS-CoV-2, in such a manner as to be at risk of being infected with SARS-CoV-2;

"health authority" means

- (a) a regional health board designated under the *Health Authorities Act*,
- (b) the First Nations Health Authority, or
- (c) the Provincial Health Services Authority;

"local sport organization" means a non-profit society operating with a sporting purpose that administers sport at a local level;

"multi-sport organization" means a non-profit society operating with a sporting purpose that leads or coordinates the delivery of services to other organizations;

"organized sport activity" means an amateur sport or physical activity in which a number of persons are engaged in an organized way and that is organized, administered, facilitated or provided by a sport organization;

"provincial sport organization" means a non-profit society operating with a sporting purpose that is responsible for the regulation, governance and development of all areas and levels of a sport within the Province;

"sport organization" means

- (a) a disability sport organization,

- (b) a local sport organization,
- (c) a multi-sport organization, or
- (d) a provincial sport organization.

Application

1. This order applies during the period that starts on the date this order is made and ends on the date on which the last extension of the declaration of a state of emergency made March 18, 2020 under section 9 (1) of the *Emergency Programs Act* expires or is cancelled.

Reliance on emergency and public health guidance

3. (1) A sport organization, or a director, officer, employee or volunteer of a sport organization, is not liable for damages resulting, directly or indirectly, from an individual being or likely being infected with or exposed to SARS-CoV-2 as a result of the organization, administration, facilitation or provision of an organized sport activity if, at the relevant time, the sport organization, or director, officer, employee or volunteer of the sport organization,
 - (a) was organizing, administering, facilitating or providing the organized sport activity in accordance with all applicable emergency and public health guidance, or
 - (b) reasonably believed that the organization, administration, facilitation or provision of the organized sport activity was in accordance with all applicable emergency and public health guidance.
- (2) Subsection (1) does not apply to a sport organization, or a director, officer, employee or volunteer of the sport organization if, in organizing, administering, facilitating or providing the organized sport activity, that sport organization or director, officer, employee or volunteer was grossly negligent.

Appendix B - BCSSA COVID WAIVERS

INDEMNITY AGREEMENT (MINORS)

WARNING: READ CAREFULLY!

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY B.C. SUMMER SWIMMING ASSOCIATION AGAINST LEGAL LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19)

BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR CHILD'S PARTICIPATION IN SWIMMING ACTIVITIES

I, the undersigned Parent/Guardian, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of B.C. Summer Swimming Association.

I understand that B.C. Summer Swimming Association will not permit my minor child (the "**Participant**") to participate in any swimming activities organized, offered, or sanctioned by Organization (the "**Activities**") unless and until this Agreement is signed by the Participant's Parent/Guardian. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: I understand that there are many risks associated with the minor Participant's participation in the Activities (the "**Risks**"). **I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness and disease (e.g. communicable diseases including COVID-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on the Participant or on others with whom the Participant may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage, or illness resulting from:

- **HEALTH:** food and beverages, drowning, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19 and influenza), bacteria, parasites or other organisms or mutations thereof.
- **CONDUCT:** the Participant's conduct and conduct of other persons, including any physical altercation between persons.
- **PREMISES:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions in pools or other bodies of water or on surfaces; extreme weather conditions; and travel to and from premises.
- **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions,

instructions or guidance as to the use of the equipment; failure to use or operate the equipment within the Participant's ability.

I FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS.

The Participant is being registered and participating in the Activities voluntarily and willingly.

Signature of Parent/Guardian _____

2. WAIVER OF CLAIMS AND RELEASE OF LIABILITY: I, the undersigned Parent/Guardian, hereby agree as follows:

- I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with the Participant's participation in the Activities; and
- I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (e.g. communicable diseases including COVID- 19 and influenza) that the Participant, I, my executors or administrators, or any other third party may suffer as a result of the Participant's participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise.

3. INDEMNITY: I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees arising out of or connected with the Participant's preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Releasees.

4. REPRESENTATIONS: I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

5. JURISDICTION: I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

6. SEVERABILITY: If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Participant (Please Print) Date of Birth _____

Name of Parent/Guardian (Please Print) Date Signature of Parent/Guardian _____

Date _____

INDEMNITY AGREEMENT (ADULTS)

WARNING: READ CAREFULLY!

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND AGREE TO FULLY INDEMNIFY B.C. SUMMER SWIMMING ASSOCIATION AGAINST LEGAL LIABILITY FOR INJURY, PROPERTY DAMAGE, ILLNESS AND DISEASE (INCLUDING COVID-19)

BY SIGNING THIS DOCUMENT YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS AN INHERENT RISK ASSOCIATED WITH YOUR PARTICIPATION IN SWIMMING ACTIVITIES

I, the undersigned Participant, understand that this Agreement is a binding legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of BCSSA. I understand that she will not permit me to participate in any swimming activities organized, offered, or sanctioned BCSSA (the “**Activities**”) unless and until this Agreement is signed by me. In consideration of permitting me to participate in the Activities, I acknowledge and agree to the following terms:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: I understand that there are many risks associated with my participation in the Activities (the “**Risks**”). **I UNDERSTAND THAT COVID-19 IS A SIGNIFICANT HEALTH RISK AND CARRIES A HIGH RISK OF TRANSMISSION THROUGH PHYSICAL OR SHARED CONTACT.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness and disease (e.g. communicable diseases including COVID-19 and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on me or on others with whom I may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage or illnessom:

- **HEALTH:** food and beverages, drowning, overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19 and influenza), bacteria, parasites or other organisms or mutations thereof.
- **CONDUCT:** the Participant’s conduct and conduct of other persons, including any physical altercation between persons.
- **PREMISES:** defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions in pools or other bodies of water or on surfaces; extreme weather conditions; and travel to and from premises.
- **EQUIPMENT:** mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within the Participant’s ability.

I FREELY ACKNOWLEDGE THAT I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OR RELATED TO THE ACTIVITIES AND I ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR THE RISKS.

Signature of Participant _____

2. WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY: I, the undersigned Participant, hereby agree as follows:

- I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with my participation in the Activities;
- I hereby release and forever discharge the Releasees from any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (e.g. communicable diseases including **COVID-19** and influenza) that I, my executors or administrators, or any other third party may suffer as a result of my participation in the Activities due to any cause whatsoever, whether arising from the NEGLIGENCE of the Releasees, breach of any statutory or other duty (including but not limited to the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303), breach of contract, mistake or error of judgment of the Releasees, or otherwise; and
- I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees that may be made or initiated by, or on behalf of me, arising out of or connected with my preparation for or participation in, or both, or travel

3. REPRESENTATIONS: I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

4. JURISDICTION: I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

5. SEVERABILITY: If any provision (or part of any provision) in this Agreement is unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON ME, MY EXECUTORS AND ADMINISTRATORS.

Name of Participant (Please Print)

Date

Participant Signature

Appendix C - ILLNESS POLICY

This policy has been adapted from the BCSSA Return to Aquatics Workbook.

In this policy, “Team member” includes an employee, volunteer, coach, participant or parent/spectator.

1. Inform an individual in a position of authority (coach, team manager, program coordinator) immediately if, you feel any symptoms of COVID-19 such as fever, chills, cough, shortness of breath, sore throat and painful swallowing, stuffy or runny nose, loss of sense of smell, headache, muscle aches, fatigue and loss of appetite.
2. **Assessment**
 - Team members must review the self-assessment signage located throughout the facility each morning before their shift/practice/activity to attest that they are not feeling any of the COVID 19 symptoms.
 - Managers/coaches will visually monitor team members to assess any early warning signs as to the status of their health and to touch base on how they are regarding their personal safety throughout the workday/practice/activity.
 - If Team Members are unsure please have them use the self-assessment tool <https://bc.thrive.health/covid19/en> or through the COVID-19 BC Support App self-assessment tool.
3. If a Team Member is feeling sick with COVID-19 symptoms
 - They should remain at home and contact Health Link BC at 8-1-1.
 - If they feel sick and /or are showing symptoms while at work, they should be sent home immediately and have them contact 8-1-1 or a doctor for further guidance.
4. No Team Member may participate in a practice/activity if they are symptomatic.
5. If a Team Member tests positive for COVID-19
 - The Team Member will not be permitted to return to the workplace/practice/facility until they are free of the COVID-19 virus.
 - Any Team Members who work/play closely with the infected Team Member will also be removed from the workplace/practice/facility for at least 14 days to ensure the infection does not spread further.
 - Close off, clean and disinfect their work/practice/facility area immediately and any surfaces that could have potentially be infected/touched.
6. If a Team Member has been tested and is waiting for the results of a COVID-19 Test
 - As with the confirmed case, the Team Member must be removed from the workplace/practice/facility.
 - The Public Health Agency of Canada advises that any person who has even mild symptoms to stay home and call the public health authority of B.C.
 - Other Team Members who may have been exposed will be informed and removed from the workplace/practice/activity for at least 14 days or until the diagnosis of COVID-19 is ruled out by health authorities.
 - The workspace/practice/activity space will be closed off, cleaned, and disinfected immediately and any other surfaces that could have potentially been infected/touched.
7. If a Team Member has come in to contact with someone who is confirmed to have COVID-19:
 - The Team Members must advise their employer/coach if they reasonably believe they have been exposed to COVID-19.

- **Once the contact is confirmed, the Team Member will be removed from the workplace/practice/activity for at least 14 days or as otherwise directed by public health**

8. Quarantine or Self-Isolate if:

- Any Team Member who has travelled outside of Canada or the province within the last 14 days is not permitted to enter any part of the facility and must quarantine and self-isolate.
- Any Team Member with any symptoms of COVID-19 is not permitted to enter any part of the facility and must quarantine and self-isolate.
- Any Team Member from a household with someone showing symptoms of COVID-19 is not permitted to enter any part of the facility and must quarantine and self-isolate.
- Any Team Member who is in quarantine or self-isolating as a result of contact with an infected person or in families who are self-isolating, is not permitted to enter any part of the facility.

Appendix D - RESOURCES

1. [BCSSA RTS Workbook for Clubs](#)
2. Canada Artistic Swimming, [Return to Artistic Swimming](#)
3. [Delta Covid 19 - Safety Plan](#)
4. Government of BC, [Restart BC Plan](#)
5. Government of BC, [Covid-19 Go-Forward Management Strategy](#)
6. Government of BC, [Covid-19 Go-Forward Management Checklist](#)
7. Swimming Canada, [Covid-19 Resource Hub](#)
8. Water Polo Canada, [Return to Water Polo Training Guidelines](#)
9. WorkSafe BC, [Covid-19 Information and Resources for Employees and Employers](#)
10. ViaSport, [Return to Sport Guidelines for B.C.](#)